WE , the said WILLIAM C. GRAHAM AND WIFE, ROBBIE L.GRAHAM , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire AND TORNADO insurance company or companies for at least the sum of $ 1500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said WILLIAM C. GRAHAM AND WIFE, ROBBIE L.GRAHAM , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to WILLIAM C. GRAHAM AND WIFE, ROBBIE L.GRAHAM, THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to E.F. BEARDEN, JR Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said GEORGE P.STALEY AND WIFE, PEARL STALEY

and WILLIAM C.GRAHAM AND WIFE, ROBBIE L.GRAHAM , hereunto set our hands

at NASHVILLE , Tennessee, this the 15TH day of NOVEMBER , 1943..

GEO. P. STALEY
PEARL STALEY
WILLIAM C. GRAHAM
ROBBIE L. GRAHAM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named GEORGE P. STALEY AND WIFE, PEARL STALEY AND WILLIAM C. GRAHAM AND WIFE, ROBBIE L. GRAHAM the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said X having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. XX

Witness my hand and official seal at Nashville, Tennessee, this 15TH day of NOVEMBER 1943.

My commission expires APRIL 6, 1944

(Seal) WADE SAIN
Notary Public.

U.S.R.S.$2.75

REC'D NOV 15, 1943 AT 11:31 A.M.

CM

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED FORTY & NO/100 DOLLARS of which THREE HUNDRED & NO/100 DOLLARS has been paid in cash by L.T. CLARK & WIFE SADIE CLARK , the receipt of which is hereby acknowledged, and for the remainder the said FOURTEEN HUNDRED FORTH & NO/100 DOLLARS L.T. CLARK & WIFE SADIE CLARK HAVE FOR PART OF SAID AMOUNT ASSUMED AND AGREE TO PAY LOAN IN THE SUM OF $1000.00. SECURED BY DEED OF TRUST, SECURED TO C.B. OWEN, TRUSTEE FOR SPRING HILL CEMETERY & COMPANY. RECORDED IN BOOK NO.1197 PAGE NO.98, REGISTER'S OFFICE FOR DAVIDSON COUNTY. FOR THE REMAINDER OF $440.00, SAID L.T. CLARK & WIFE SADIE CLARK HAVE EXECUTED TWENTY-TWO PROMISSORY NOTES OF EVEN DATE, THE PRINCIPAL OF EACH NOTE BEING TWENTY DOLLARS. THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE TWENTY-TWO DOLLARS AND TWENTY CENTS, THE SECOND NOTE TWENTY-TWO DOLLARS & TEN CENTS, AND EACH SUCCEEDING NOTE DECREASES TEN CENTS. THE ABOVE MENTIONED NOTES ARE MADE PAYABLE THOMAS B. HEWGLEY -

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

J.D. HEWGLEY & WIFE CLEMENTINE MYERS HEWGLEY

have this day bargained and sold, and do hereby transfer and convey, unto the said L.T. CLARK & WIFE SADIE CLARK THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.FOUR (4) ON THE UNRECORDED SUBDIVISION OF N.V. COX HOME PLACE AT MADISON, TENNESSEE, DESCRIBED ACCORDING TO A COPY OF A SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY MARGIN OF DOUGLAS STREET, THE COMMON CORNER OF LOTS NOS.3 AND 4, WHICH POINT IS 150 FEET SOUTH OF THE SOUTHWEST INTERSECTION OF SAID STREET AND HALL'S LANE, OR OLD HICKORY BOULEVARD; THENCE WITH THE LINE BETWEEN LOTS NOS.3 AND 4 WESTWARDLY 210.5 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE L.& N.RAILROAD; THENCE WITH THE LINE OF SAME SOUTHWARDLY FIFTH (50) FEET TO THE COMMON CORNER OF LOTS NOS.4 AND 5; THENCE WITH THE LINE BETWEEN SAID LOTS EASTWARDLY 214 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF DOUGLAS SRREET; THENCE WITH THE MARGIN OF SAME NORTHWARDLY 50 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO J.D. HEWGLEY AND WIFE, CLEMENTINE MYERS HEWGLEY BY DEED FROM EDGAR LANNOM AND WIFE OF RECORD IN BOOK 1072 PAGE 614, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said L.T. CLARK & WIFE SADIE CLARK, heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES heirs and representatives, to warrant and forever defend the title to said real estate to said L.T. CLARK & WIFE SADIE CLARK heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid WE , the said L.T. CLARK & WIFE SADIE CLARK do hereby transfer and convey unto CHARLIE MYERS , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.